

TERMS AND CONDITIONS OF "BOOK A TEST DRIVE AND WIN GRAN TURISMO MOVIE PASSES" CONTEST

SECTION A: Duration & Eligibility:

1. This "BOOK A TEST DRIVE AND WIN GRAN TURISMO MOVIE PASSES" ("Contest") is organized by Edaran Tan Chong Motor Sdn. Bhd. (Company No.: 199101020358 (230669-H)) ("Organizer") and will be held from 21st July 2023 to 6th August 2022. ("Contest Period") subject to the terms and conditions below.

2. This Contest is open to all Malaysians with valid driving licenses aged EIGHTEEN (18) years old and above, **except for** the following persons:

- (a) The employees of the Organizer (including its subsidiaries and related companies);
- (b) The Organizer's authorized dealers, sales promotion agencies and advertising agencies (including its vendors and suppliers who are directly involved with this Contest); and
- (c) The immediate family members of the persons/entities referred to above at Clause 2 (a) and 2 (b).

3. If a participant is found to be ineligible at any point of time during or after the Contest Period, the Organizer reserves its absolute right to disqualify the said participant and to withdraw and/or cancel any prize given to the participant. The Organizer also reserves the right to take any action it deems necessary and fit against the said participant arising therefrom and the said participant shall indemnify the Organizer against all costs, expenses and losses arising out of the action taken by the Organizer.

4. By participating in this Contest, the participants agree to be bound by the Terms and Conditions of this Contest and accept that the decision of the Organizer shall be final, conclusive and binding. No correspondence, enquiries, challenge, discussion, appeals or objections in respect of any decision or determination made by the Organizer will be entertained.

SECTION B: Contest Mechanics & Submission of Contest Entries

5. To participate in this Contest, the participants shall **WITHIN THE CONTEST PERIOD:-**

- (a) Submit a request via <https://nissan.com.my/testdrive/>
- (b) Perform a test drive at any Nissan Vehicle model from the Organizer or the Organizer's authorized dealers;

6. Any submission of the Campaign Form after the Contest Period shall not be entertained in any way.

SECTION C: Prizes & Winner Selection:

7. Each winner will be entitled to one (1) pair Gran Turismo Movie Passes ("Prize").

8. The Organizer reserves the right at its absolute discretion to substitute the Prize with another Prize of similar value at any time without prior notice to the Winners. All Prizes are not transferable, non-refundable, and non-exchangeable for cash.

SECTION D: Personal Information of the Participants:

9. The participants may be required to submit personal information including, without limitation, full name, address, telephone number and email address ("Personal Data") to the Organizer.

10. The Organizer process treat any Personal Data obtained from the participants in accordance with **Personal Data Protection Act 2010**. Please refer to the "Notice under the Personal Data Protection Act 2010" as published on the Organizer's website at https://nissan.com.my/pdpa_en/ for more information.

11. The Organizer collects the Personal Data to (i) process the participant's entry(ies) for the purposes of this Contest; and (ii) communicate with the participants, for the purposes of this Contest ("**Purpose**"). The Organizer may also use the Personal Data for direct marketing purposes.

12. The Organizer reserves the right to use the Winners' names, photographs and/or testimonial for purposes of publicity and/or advertising without further compensation and/or prior notice

13. A participant has the right, at any time, to:

- (a) withdraw his/her consent by notice for the use of the Personal Data;
- (b) request for any correction/ update of the Personal Data; or
- (c) raise any general queries regarding the use of his/her Personal Data; by contacting the Organizer via email at crd@tanchonggroup.com.

14. Any withdrawal of the participant's consent shall be made latest by 6th August 2023. In such event, the participant shall be deemed to have withdrawn from this Contest.

SECTION E: Governing Law and Jurisdiction:

15. The Terms and Conditions are governed by the laws of Malaysia and any dispute arising out of or in connection with them shall subject to the exclusive jurisdiction of the courts in Malaysia.

SECTION F: Other Terms & Conditions:

16. The Organiser reserves the sole and absolute right to alter or terminate this Contest or any part thereof including all the terms and conditions contained herein without giving any prior notice and no compensation in cash, credit or in kind shall be given.

17. The Organizer shall not be liable for any losses and/or damages which may be suffered by the participants and/or any other party resulting from and/ or arising out of or in connection with this Contest and/or the Prizes given under this Contest including but not limited to those due to the participant's breach of the Terms and Conditions and/or any relevant laws.